

Insight Hosting Customer Service Agreement

Page 1 of 2

In this service agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and "we", "us" and "our" refer to Insight Hosting. This Agreement explains our obligations to you and your obligations to us in relation to your use of our services. By selecting Insight Hosting's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account (even if we are not notified of such authorization), this Agreement covers any such service or actions.

- 1) Fees, Payments and Terms of Service.** You agree to pay Insight Hosting the applicable service fees set forth on our web site at the time of your selection. All fees are due immediately. For any one of our hosting plans, the full amount paid less any setup fees and overages will be refunded if Insight Hosting is notified of your intent to terminate within the first 30 days following activation. Termination of services must be received by telephone or facsimile. Email notification is not acceptable. No refund is available after the 30th day.

We will provide you with the service(s) you selected for the period of time ("Term") corresponding with the payment plan you selected. We will automatically renew your service(s) at the end of the Term and each successive renewal term, unless terminated prior to the due date for account termination. Fees for the renewal period will be established according to the service fees set forth on our web site at the time of the renewal. Termination of services must be received by telephone or facsimile, at least 30 days prior to the termination date. Email notification is not acceptable.

- 2) Accurate Information.** You agree to: (1) provide certain current, complete and accurate information about you as required by the application process; and (2) maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. Our privacy policy sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy policy. You agree that, by using our services after modifications to the privacy policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy policy and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction.

- 3) Modifications of Agreement.** Except as otherwise provided in this Agreement, you agree, during the term of this Agreement or any renewal period, that we may: (a) revise the terms and conditions of this Agreement; and/or (b) change any part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on Insight Hosting's web site, or upon notification to you by email or Canada Post mail. You agree to periodically review our web site, including the current version of this Agreement available on our web site, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are non-refundable. By continuing to use Insight Hosting's services after any revision to this Agreement or change in service(s), you agree to abide by and to be bound by any such revisions or changes.

- 4) Notices and Announcements.** You authorize us to notify you of information that we deem is of potential interest to you. Notices and announcements may include commercial emails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements, please send us an email at info@insighthosting.com.

- 5) Limitation of Liability.** You agree that our entire liability, and your exclusive remedy, with respect to any Insight Hosting's service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid us for such service(s). Insight Hosting shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from or related to the use or inability to use any of the Insight Hosting's services or for the cost of procurement of substitute services. We disclaim any and all loss or liability resulting from, but not limited to: (a) loss or liability resulting from access delays or access interruptions; (b) loss or liability resulting from data non-delivery or data mis-delivery; (c) loss or liability resulting from natural disasters; (d) loss or liability resulting from the unauthorized use or misuse of your username, password or security authentication option; (e) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (f) loss or liability relating to the deletion of or failure to store e-mail messages; (g) loss or liability resulting from the development or interruption of your web site; or (h) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your account or any other administrative duty or function performed by or incumbent upon us.

- 6) Disclaimer of Warranties.** We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that our service(s) will meet your requirements, or that the service(s) will be uninterrupted, timely, secure, or error free. No advice or information, whether oral, or written, obtained by you from us shall create any warrant not expressly made herein. The terms of this section will survive any termination of this Agreement.

- 7) Revocation.** You agree that we may immediately terminate, without notice, your contractual right to use our service(s) if the information that you obligated to provide or subsequently modify contains misleading information, or conceals or omits any information we would likely consider material to our decision to provide you with service(s). You agree that we may immediately terminate, without notice, our service(s) in the event that you use such services for any improper purpose, as determined in our sole discretion. Furthermore, you agree that we may suspend, cancel or transfer services. We will not refund any fees paid by you if we terminate your services.

- 8) Right of Refusal.** We, in our sole discretion, reserve the right to refuse to provide service(s) to you. You agree that we shall not be liable to you for loss or damages that may result from our refusal to provide service(s) to you.

- 9) Entirety.** You agree that the terms of this Agreement, the rules and policies published by us, the acceptable use policy and the privacy policy are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the acceptable use policy and the privacy policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

- 10) Governing Law.** The interpretation and enforcement of this Agreement shall be governed according to the laws of the province of Saskatchewan (excluding its choice of law rules) and the federal laws of Canada applicable therein. You hereby consent to personal jurisdiction in the federal and provincial courts of Saskatchewan, Canada for any action arising out of or relating to the your use of our service(s). The federal and provincial courts of Saskatchewan, Canada will have exclusive jurisdiction over all such actions. In any such action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this section will survive any termination of this Agreement.

- 11) Agreement to Be Bound.** By applying for Insight Hosting service(s) through our online application process, in person, or by telephone, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Insight Hosting.

Insight Hosting Customer Service Agreement

Page 2 of 2

- 12) Illegal Use of Service(s).** Insight Hosting's web hosting and/or related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws. Further, you agree not to store, transmit, link to, advertise, make available, discuss or otherwise disseminate any information, references, text or images that suggest or contain pornography, or reasonably might be interpreted or considered, in our sole judgement, to be pornographic or suggestive of pornography, whether in content or purpose, regardless of kind and degree. Violations of these or any other provisions of this Agreement may result in termination of the service(s) provided by us, with or without the grant of a notice or grace period, such notice or grace period to be granted at our sole discretion based upon the severity of the violation. The content of your web site is your sole responsibility. You agree to indemnify and hold us harmless from any and all business or proprietary losses, claims, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs and other expenses incurred by Insight Hosting, (collectively, Claims) related to or in connection with the content of your web site. The terms of this section will survive any termination of this Agreement.
- 13) Shared Server.** You agree not to harm us, our reputation, computer systems, programming and/or other persons using our service(s). We reserve the right to select the server for your web site for best performance. You understand that the service(s) we provide are provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active ASP or CGI scripts. If, in our sole judgement, your web site overwhelms the server, whether or not it causes complaints from other users, you will be deemed to have outgrown the realm of shared servers, and will need to relocate your web site. We will refund any unused portion of prepaid services. If you refuse to comply with this section, then we reserve the right to terminate the service(s) provided to you without any refunds.
- 14) Selling and Reselling.** If you sell or resell advertising or web space to a third party then you will be responsible for the contents of that advertising and the actions of that third party. We have the absolute right to reject any advertising or other third party content that, in our sole and exclusive opinion, is illegal, offensive, or otherwise objectionable. The e-mail distribution by you of "spam", "junk mail", or "unsolicited commercial e-mail", is expressly prohibited. If you refuse to remove any advertising or other third party content deemed objectionable by us, we may terminate the service(s) being provided to you without refund, rebate or other credit to you.
- 15) Use of Passwords.** You agree to be responsible for maintaining the confidentiality of your password(s) and username(s). In the event of a breach of security through your account(s), you will be liable for any unauthorized use of Insight Hosting service(s), including any damages resulting there from, until you notify Insight Hosting's customer service. We will not change passwords to any account without proof of identification, which is satisfactory to us, which may include written authorization with a signature. In the event of any partnership break-up, divorce or other legal problems that includes you, you understand that we will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will we be liable for any losses incurred by you during this time of determination of ownership, or otherwise. You agree to indemnify and hold us harmless from any and all claims and losses arising from such ownership disputes.
- 16) System and Network Security.** Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a system's security or authentication measures, data or traffic, interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- 17) Internet Protocol (IP) Addresses.** If we assign you an IP address in connection with your use of our service(s), the right to use that IP address will remain with and belong only to Insight Hosting, and you will have no right to use that IP address except as we allow in our sole and absolute discretion.
- 18) Ownership and Copyright of Design Services.** The ownership and copyright of any web site designs created by us for you remain the exclusive ownership and copyright of Insight Hosting until payment is made in full.
- 19) Policy Enforcement.** Our failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect.
- 20) Disputes.** The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Arbitration shall take place in Saskatoon, SK. Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels.
- 21) Indemnity.** You agree to indemnify and hold us and any other customer harmless from any and all claims resulting from or related to your use of our services or connected with any activities you conduct. You and us will promptly notify the other upon receipt of any claim or legal action, affecting or potentially affecting the other customer, arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.
- 22) Use of Information.** We may include your name and contact information in directories of Insight Hosting service subscribers for the purpose promoting the use of our services to potential clients. However, we are not authorized to print your name, trademarks or other identifying information in any other advertising or promotional materials without your written consent.
- 23) Consequences of Violation.** When we become aware of an alleged violation the Agreement, we will initiate an investigation. During the investigation we may restrict customer access in order to prevent further possible unauthorized activity. Depending on the severity of the violation, we may, at our sole discretion, restrict, suspend, or terminate customer accounts without refund, rebate or other credit to you, and/or pursue other civil remedies. If such violation is a criminal offense, Insight Hosting will notify the appropriate law enforcement department of such violation. We do not issue service credits for any outages incurred through service disablement resulting from policy violations.

By signing below, you agree to be bound by the terms and conditions of this Agreement.

Customer Printed Name: _____ Customer Signature: _____ Date: _____

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